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5 *Attorneys for Defendant*  
6 *Wal-Mart Stores, Inc.*

7 UNITED STATES DISTRICT COURT

8 DISTRICT OF NEVADA

9 RONALD PICARD,

10 Plaintiff,

11 v.

12 WAL-MART STORES, INC. a Delaware  
Corporation; DOES I through V, inclusive,

13 Defendants.  
14

Case No.: 2:12-cv-01907-RCJ-PAL

**STIPULATED PROTECTIVE ORDER**  
**BETWEEN PLAINTIFF RONALD**  
**PICARD AND WAL-MART STORES,**  
**INC.**

15 IT IS HEREBY STIPULATED, by the PLAINTIFF RONALD PICARD and DEFENDANT  
16 WAL-MART STORES, INC. through their attorneys of record that any photographs of company  
17 property, floor plans of Store #3350, any schematics of camera locations produced via any method of  
18 written or oral discovery, and in any form, by Wal-Mart Stores, Inc. or any of its employees,  
19 affiliates, subsidiaries, agents, or attorneys, will be subject to the following limitations on disclosure:

20 (1) These documents and things shall be limited to the action entitled *Ronald Picard v.*  
21 *Wal-Mart Stores, Inc.*, 2:12-cv-01907-RJC-PAL. Any use of said materials outside of this litigation  
22 are strictly prohibited and constitute a breach of this stipulated protective order.

23 (2) These documents and things will not be disclosed to any person who is not a party to  
24 this action unless that person is a retained expert or consultant, in which case all provisions of this  
25 Stipulated Protective Order must be shown to that person(s) and that person(s) agree to be bound by  
26 the terms of this Stipulated Protective Order.

27 (3) These documents and things are the property of Wal-Mart Stores, Inc. and contain  
28 confidential information of Wal-Mart Stores, Inc. All copies of these documents and things

1 produced, and excerpts therefrom, will be provided to counsel for Defendant Wal-Mart Stores, Inc. at  
2 the time the case is resolved by judgment, settlement, dismissal or otherwise.

3 The above-stipulated limitations on disclosure of Wal-Mart Stores, Inc. confidential  
4 information will remain in effect during the pendency of this Action and will remain in effect after  
5 the Action is terminated, by judgment, settlement, dismissal or otherwise. Upon resolution of this  
6 action, the undersigned counsel agrees that the Wal-Mart Stores, Inc. confidential information will be  
7 returned to counsel of record for Defendant Wal-Mart Stores, Inc.

8 Violation of this Stipulated Protective Order will expose that party and/or its attorney of  
9 record to payment of moving party's incurred damages, reasonable attorneys' fees expended in  
10 enforcement of this Stipulated Protective Order and sanctions by the Court upon duly-noticed  
11 motion.

12 DATED this 11<sup>th</sup> day of January, 2013.

DATED this 11<sup>th</sup> day of January, 2013.

14 /s/ Keith E. Galliher

15 Keith E. Galliher, Jr., Esq.  
16 Christy Lyn M. Galliher-Gagliano, Esq.  
17 THE GALLIHER LAW FIRM  
18 1850 East Sahara Avenue, Suite 107  
19 Las Vegas, Nevada 89104

20 *Attorneys for Plaintiff*

14 /s/ Siria L. Gutiérrez

15 Siria L. Gutiérrez, Esq.  
16 PHILLIPS SPALLAS & ANGSTADT  
17 504 South Ninth Street  
18 Las Vegas, Nevada 89101

19 *Attorneys for Defendant*  
20 *Wal-Mart Stores, Inc.*

21 **IT IS SO ORDERED:**

22   
23 UNITED STATES MAGISTRATE JUDGE

24 **DATED:** January 14, 2013  
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